

After Recording Return To:
Baskin, McCarroll, McCaskill & Campbell PA
PO Box 190
Southaven, MS 38671
(662) 349-0664

File No: 907265 Initials: JOM

p 11/15/07 4:27:40
BK 123 PG 1 p 2
DE SOTO COUNTY, MS p 2
W.E. DAVIS, CH CLERK

INDEXING INSTRUCTIONS:

Lots 7, Section B, Phase I, Plat Book 15,
Page 9, Chancery Clerk of DeSoto County,
Mississippi

NAME
MAILING
ADDRESS

THIS DOCUMENT WAS PREPARED BY
AND WHEN RECORDED MAIL TO:

Vedder, Price, Kaufman & Kammholz, P.C.
222 N. LaSalle Street, Suite 2600
Chicago, IL 60601
Attn: Thomas E. Schnur, Esq. (CWM)

CITY,
STATE

Olive Branch, Mississippi

SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE

SUBORDINATION AND ATTORNMENT AGREEMENT

This Subordination and Attornment Agreement ("Agreement") is entered into as of November 5, 2007, by Bank of America, N.A. ("Bank"), **OLIVE BRANCH REAL ESTATE, LLC**, a Mississippi limited liability company ("Landlord") and **SPECTRUS, INC.**, a Delaware corporation ("Tenant").

RECITALS

A. Landlord and Tenant have entered into an Industrial Building Lease dated November 1, 2007 ("**Lease**"), covering certain premises located at One Gumbranch Road, Dickson, Tennessee 37065 ("**Property**"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of Deed of Trust, Security Agreement, and Fixture Filing ("**Deed of Trust**"), dated of even date herewith, in favor of Jeff McCaskill, Trustee, for the use and benefit of Bank, which Deed of Trust will be recorded concurrently herewith in the Office of the Register of Deeds for DeSoto County, Mississippi, encumbering the Property. The Deed of Trust secures certain obligations to Bank as more particularly described therein.

C. On the terms and conditions in this Agreement, the parties desire to subordinate Tenant's leasehold interest in the Property to the lien of the Deed of Trust and to assure Tenant possession of the Property for the entire term of the Lease, even though Bank may foreclose the lien of the Deed of Trust before expiration of the Lease.

Therefore, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Section 1. Subordination.

The Lease, the leasehold estate created thereby, and all rights and privileges of Tenant thereunder shall, subject to Section 2 of this Agreement, be subject and subordinate to the lien of the Deed of Trust and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of the obligations now or hereafter secured by the Deed of Trust.

Section 2. Attornment.

If the Landlord's interest is transferred to and owned by Bank or any successor of Bank ("Acquiring Party") because of foreclosure or other proceedings brought by Bank, or by any other manner, and Bank succeeds to Landlord's interest under the Lease, Tenant shall be bound to the Acquiring Party, and Acquiring Party shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the remaining term, including any extensions or renewals, with the same effect as if Acquiring Party were Landlord under the Lease. Tenant agrees to attorn to Acquiring Party as the Landlord, with the attornment being effective and self-operable immediately upon Acquiring Party succeeding to the interest of Landlord under the Lease, all without the execution by the parties of any further instruments. However, Tenant shall not be obligated to pay rent to Acquiring Party until Tenant receives written notice from Acquiring Party, together with evidence satisfactory to Tenant, demonstrating that Acquiring Party has succeeded to Landlord's interest under the Lease and directing where rent should be mailed. The respective rights and obligations of Tenant and Acquiring Party upon attornment, to the extent of the then-remaining balance of the term of the Lease, shall be the same as in the Lease, which is incorporated by reference in this Agreement. If Acquiring Party succeeds to Landlord's interest in the Lease, Acquiring Party shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, after Acquiring Party's succession to Landlord's interest, have the same remedies against Acquiring Party for the breach of any agreement in the Lease that Tenant might have had against Landlord.

Section 3. Tenant Estoppel Certificate.

(a) Tenant has no right or option of any nature whatsoever, whether arising out of the Lease or otherwise, to purchase the Property, or any interest or portion in or of the Property, to expand into other space in the Property or to extend or renew the term of the Lease, except as described in the attached Exhibit B.

(b) Tenant represents and warrants to Bank that *Exhibit C* accurately identifies all amendments, supplements, side letters and other agreements and memoranda pertaining to the Lease, the leasehold and/or the Property.

(c) As of the date of this Agreement, Tenant represents and warrants that there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's part or Landlord's, nor is there any right of offset (including audit or accounting rights which might otherwise give rise to a claim or an offset for rents paid under the Lease) against any of Tenant's obligations under the Lease, except as

described in the attached Exhibit D. The Lease is in full force and effect as of the date of this Agreement.

(d) Tenant acknowledges that Bank is relying on the representations, certifications and undertakings made by Tenant in this Agreement in extending credit secured by the Deed of Trust.

(e) Within ten (10) days after Bank's request, Tenant shall deliver to Bank and to any person designated by Bank, estoppel certificates executed by Tenant, certifying (if such is the case) that the Lease is in full force and effect, that there are no defenses or offsets outstanding under the Lease (or stating those claimed by Tenant, as the case may be) and such other information about Tenant or the Lease as Bank may reasonably request.

(f) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement from Bank.

Section 4. Tenant's Purchase Option.

The lien of the Deed of Trust shall unconditionally be and remain at all times a lien on the Property prior and superior to any existing or future option or right of first refusal of Tenant to purchase the Property or any portion thereof. In the event of any transfer of Landlord's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any purchase option or right of first refusal which remains unexercised at the time of such transfer.

Section 5. No Change in Lease.

Landlord and Tenant agree not to change, alter, amend or otherwise modify the Lease without the prior written consent of Bank. Any change, alteration, amendment, or other modification to the Lease without the prior written consent Bank shall be void as to Bank.

Section 6. Notices.

In this Agreement, wherever it is required or permitted that notice and demand be given by any party to another party, that notice or demand shall be given in writing and forwarded by certified mail, addressed as follows:

For Landlord:	c/o ALP Lighting & Ceiling Products, Inc. 6333 Gross Point Road Niles, IL 60714 Attn: David R. Brown Telephone: (773) 792-5372 Facsimile: (773) 594-3874
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For Tenant: c/o ALP Lighting & Ceiling
Products, Inc.
6333 Gross Point Road
Niles, IL 60714
Attn: David R. Brown
Telephone: (773) 792-5372
Facsimile: (773) 594-3874

For Bank: Bank of America, N.A.
231 S. LaSalle Street
Chicago, IL 60604
Attn: Michael G. Staunton

Any party may change an address given for notice by giving written notice of that change by certified mail to all other parties.

Section 7. Authority.

If any party is a corporation, limited liability company, or a partnership, all individuals executing this Agreement on behalf of such corporation, limited liability company, or partnership represent and warrant that they are authorized to execute and deliver this Agreement on behalf of the corporation, limited liability company, or partnership and that this Agreement is binding upon such corporation, limited liability company, or partnership.

Section 8. Miscellaneous.

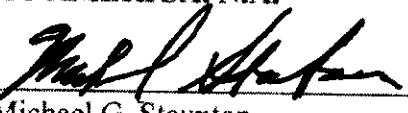
This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest. If any party commences any action against any other party based on this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, expenses, and costs of suit. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. The headings of this Agreement are for reference only and shall not limit or define any meaning of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument. This Agreement shall be construed in accordance with and governed by Mississippi law.

(Signature Page Follows)

The parties have duly executed this Agreement as of the date first above written.

BANK:

BANK OF AMERICA, N.A.

By: 
Michael G. Staunton
Senior Vice President

LANDLORD:

OLIVE BRANCH REAL ESTATE, LLC, a
Mississippi limited liability company

By: 

David R. Brown
Manager

Signature Page to Subordination and Attornment Agreement (Olive Branch Real Estate, LLC)

TENANT:

SPECTRUS, INC., a Delaware corporation

By: 

Name: David Brown

Title: President Manager

ACKNOWLEDGMENT

STATE OF Illinois)ss
COUNTY OF COOK)ss

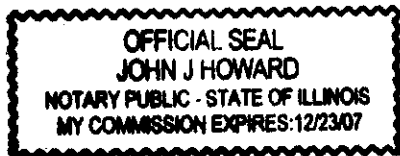
Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of November, 2007, within my jurisdiction, the within named Michael G. Staunton, who acknowledged that he is the Senior Vice President of BANK OF AMERICA, N.A., and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Witness my hand, at office, this 1st day of November, 2007.

John J Howard
Notary Public

My Commission Expires:

12/23/2007



*Notary Acknowledgment Page to Subordination and Attornment Agreement
(Olive Branch Real Estate, LLC)*

ACKNOWLEDGMENT

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STATE OF Illinois)ss
COUNTY OF Cook)ss

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of October, 2007, within my jurisdiction, the within named David R. Brown, who acknowledged that he is the Manager of OLIVE BRANCH REAL ESTATE, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Witness my hand, at office, this 31 day of October, 2007.

Carrie M. Risatti
Notary Public

My Commission Expires:

8/24/10



ACKNOWLEDGMENT

STATE OF Illinois)ss
COUNTY OF Cook)ss

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of October, 2007, within my jurisdiction, the within named David R. Beaman, who acknowledged that he is the President of SPECTRUS, INC., a Delaware corporation and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Witness my hand, at office, this 31 day of October, 2007.

Carrie M. Risatti
Notary Public

My Commission Expires:

8/24/10

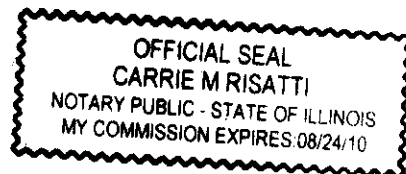


EXHIBIT A

Description of Property

Lots 7 and 9, Section B, Phase I, Holiday Industrial Park, situated in Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 15, Page 9, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

EXHIBIT B

**(PURCHASE, EXPANSION, FIRST REFUSAL, EXTENSION AND RENEWAL
OPTIONS)**

NONE

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EXHIBIT C

**(SCHEDULE OF AMENDMENTS, SUPPLEMENTS, SIDE LETTERS AND OTHER
AGREEMENTS AND MEMORANDA PERTAINING TO LEASE)**

Rider attached to and made a part of Industrial Building Lease between the Assignor and Spectrus, Inc., a Delaware corporation dated November 1, 2007

EXHIBIT D

(EXISTING DEFAULTS OR OFFSETS UNDER LEASE)

NONE